

I. Scope

The following terms and conditions of purchase shall apply to all business relations with our
with our business partners and suppliers (Seller), but only if the Seller is an entrepreneur, a legal
entity under public

legal entity under public law or a special fund under public law. They
also apply if the Seller carries out contract manufacturing for us.

The Seller's terms and conditions of sale and delivery shall only form part of the contract if and to the
extent that we expressly agree to their application,

and to the extent that we have expressly consented to their application in writing. This requirement
for confirmation also applies

the Seller's general terms and conditions and accept the Seller's goods/services without reservation.

Seller's deliveries/services without reservation.

Legally relevant declarations and notifications by the Seller in relation to the contract must be made
in writing.

in writing.

The requirement of written form under these Terms and Conditions of Purchase shall be preserved by
the text form pursuant to § 126 of the German Civil Code (BGB).

II. Conclusion of contract

The contract is concluded by our written order. The seller must inform us of
obvious errors.

The Seller is obliged to confirm our order in writing within a period of two weeks.

The Seller is obliged to confirm our order in writing within a period of two weeks or to execute it
unconditionally by dispatching the goods. A

is deemed to be a new offer and requires our acceptance.

Insofar as we order deliveries on call or with delivery schedules, these delivery schedules or delivery
or delivery schedules shall be communicated to the Seller after conclusion of the contract, normally

7 days before delivery. If the Seller does not object within a period of

of 5 working days, our specification shall be deemed accepted.

III. Delivery Period/Delay

The delivery time specified by us is binding. If we do not specify a delivery time in the order and this
is not

and unless otherwise agreed, it shall be 10 days from the date of conclusion of the contract. The

Seller shall notify us immediately in writing of any delay in delivery.

The same applies to deadlines based on delivery schedules and call-off orders.

If the seller does not perform his service or does not perform it within the agreed delivery period or if the seller is in

If the Seller is in default, the statutory provisions shall apply.

We may return goods delivered before the deadline at the Seller's expense. If we do not exercise our right of

right of return, the goods shall be stored by us until the agreed delivery date at the Seller's cost and at the expense and risk of the Seller.

In the event of default on the part of the Seller, we shall be entitled, in addition to our other statutory rights, to claim liquidated damages for our loss.

of one per cent of the net price per full calendar week, but not more than a total of

week, but not more than a total of 5% of the net price of the goods delivered late.

of the delayed goods. We reserve the right to prove higher damages.

The Seller reserves the right to prove that a lesser amount of damage has been caused than the above

than the lump sum stipulated above.

IV. Performance, Delivery, Transfer of Risk, Default in Acceptance

The Seller may not, without our prior written consent, subcontract the performance owed to it to a third party.

by third parties without our prior written consent.

Delivery shall be free of charge within Germany to the place specified in the order. If

is not specified, delivery shall be made to our registered office in Steinhagen. The respective place of delivery shall also be the place of performance for the delivery and for any subsequent (obligation).

Delivery shall be accompanied by all documents required by law. If the order includes

If the order includes documents such as design documents, parts lists, etc., these must also be supplied.

These must also be submitted in good time. In the event of incomplete or incorrect documents, processing and payment will be

documents, processing and thus payment will be delayed; we cannot be held responsible for this.

cannot be held responsible for this. The Seller must notify us immediately of any deviation from the confirmed delivery date, but no later than 3

at the latest 3 days before the confirmed delivery date.

The risk of accidental loss and accidental deterioration of the goods shall pass to us at the time of delivery at the place of performance. If acceptance has been agreed, the transfer of risk shall pass to us upon delivery at the place of performance.

Delivery or acceptance shall be deemed to have taken place if we are in default of acceptance. In the event of

In the event of default in acceptance, the statutory provisions shall apply. However, the Seller must offer delivery to us, even if an action or cooperation on our part (e.g. provision of materials) requires a specific or definite

(e.g. provision of materials) a specific or determinable calendar date has been agreed. If the object of the

object of the contract is a non-representable item to be produced by the Seller (individual production within the scope of a

contract manufacturing), the Seller shall only be entitled to further rights if we are obliged to cooperate and if we are not in a position to do so.

We are obliged to cooperate and we are responsible for the failure to cooperate.

V. Prices and terms of payment

The price stated in the relevant order shall apply. We pay 14 days with 3% discount and 60 days net, unless otherwise agreed.

Invoices must be sent at least 14 days before the due date, quoting the contract number, the order number, the VAT number and the number and date of the delivery note,

VAT number and the number and date of the delivery note.

the delivery note.

In the case of bank transfers, payment shall be deemed to have been made on time if our bank receives our transfer order before the expiry of the payment deadline.

received by our bank before the expiry of the payment deadline. We are not responsible for delays caused by the banks involved in the payment process.

banks involved in the payment process.

We do not owe any interest on the due date. In the event of late payment, the statutory provisions shall apply.

We shall be entitled to the rights of set-off and retention as well as the plea of non-performance of the contract.

contract to the extent provided by law. In particular, we shall be entitled to withhold due payments to the extent that and as long as

due payments to the extent and for as long as we still have claims against the Seller for incomplete or defective

defective deliveries against the Seller.

The Seller shall only be entitled to a right of set-off or retention on the basis of counterclaims which have been

legally established or undisputed counterclaims.

VI. Secrecy, Retention of Title

Illustrations, plans, drawings, calculations, product descriptions, instructions and other instructions and other documents - irrespective of the form in which they are embodied.

We reserve all property rights and copyrights in all such documents, irrespective of the form in which they are embodied. These documents are

exclusively for the purpose of fulfilling the contract and shall be returned to us after fulfilment of the contract, or

documents prepared by the Supplier and handed over to us in accordance with the

handed over to us. The Supplier shall keep the documents secret from third parties, even after termination of the

of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the

documents has become generally known.

The foregoing provision shall apply mutatis mutandis to tools, templates, samples and other items which we make

which we make available to the Seller for production. Such items shall be stored separately at the Seller's costs and shall be insured to a reasonable extent against destruction and loss.

and loss.

Any processing, mixing or combining of the goods provided by the

shall be carried out on our behalf. The same shall apply in the event of further processing of the supplied goods by us, so that we shall be deemed to be the manufacturer.

The same shall apply in the event of further processing by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the

of the product at the latest upon further processing.

Ownership of the goods shall pass to us unconditionally and irrespective of payment of the purchase price.

payment of the purchase price. In the case of simple retention of title, this shall expire at the latest with payment of the purchase price for the

payment of the purchase price for the goods delivered. We shall be entitled to resell the goods in the ordinary course of business even before payment.

resale of the goods prior to payment of the purchase price with advance assignment of the resulting claims.

resulting claims. All other forms of retention of title are excluded.

Retention of Title.

VII. Guarantee

The statutory provisions shall apply.

In accordance with the statutory provisions, the Seller shall in particular be liable for the following transfer of risk to us and that the goods are suitable for the purpose for which the

for the purpose for which the contract was concluded. All product descriptions - regardless of their origin - form part of the contract.

of the contract. The Seller shall be obliged to comply with the state of the art, the safety regulations and the technical

safety regulations and technical data required for his delivery and to constantly check the quality of his products.

the quality of its products.

Any agreed initial sampling shall be carried out in accordance with VDA regulations.

in accordance with the VDA series "Quality Control in the Automotive Industry, Volume II

"Supplier Evaluation and Initial Sample Inspection". In the case of parts marked "D" in the technical documents

in the technical documentation, the Seller shall also keep specific records of when

when, how and by whom the delivery items were tested with regard to the safety features.

safety features and the test result obtained. These

These test records must be kept for ten years and handed over to us at any time upon request. The

The Seller shall oblige his sub-suppliers in the same manner and to the

legal possibilities. Proof of this must be provided to us on request in a suitable form.

Notwithstanding Section 442(1) of the German Civil Code (BGB), we shall also be entitled to claims for defects without limitation if

if the defect was unknown to us at the time of the conclusion of the contract due to gross negligence.

The statutory provisions of §§ 377, 381 of the German Commercial Code (HGB) shall apply to our commercial duty to inspect and give notice of defects.

§§ Sections 377, 381 of the German Commercial Code (HGB) shall apply with the proviso that this is limited to defects in

external inspection of incoming goods, including the delivery papers (e.g. transport damage).

(e.g. transport damage, wrong or short delivery) or which are detected during our quality control in the course of sampling.

quality control during the sampling procedure. There is no obligation to inspect in the case of agreed acceptance.

In all other respects it shall depend on the extent to which an inspection is necessary in accordance with proper commercial practice, taking into account the circumstances of the individual case.

circumstances of the individual case according to proper business practice. Our obligation to give notice of defects

defects discovered later shall remain unaffected. Notwithstanding our obligation to inspect, our shall be deemed to have been made immediately and in good time if it is made within ten days after discovery or, in the case of obvious defects, after delivery.

The costs of installation and dismantling necessary for the purpose of remedying the defect, as well as transport costs, shall be borne by the Seller.

of the seller. The costs necessary for the purpose of inspection and subsequent performance shall be borne by the Seller even if it turns out that there was in fact no defect.

even if it turns out that there was in fact no defect. Our

Our liability for damages in the event of an unjustified request for remedy of a defect remains unaffected. We shall only be

liable in this respect only if we have recognised, or have failed to recognise due to gross negligence, that there is no defect.

that there was no defect.

Without prejudice to our statutory rights and the provisions of clause 6 above, the following shall apply: If

obligation to remedy the defect - either by repair or by delivery of a non-defective item - within a period of

delivery of an item free of defects - within a reasonable period set by us, we shall be

be entitled to remedy the defect ourselves and to claim compensation from the Seller for the expenses incurred.

expenses incurred by the Seller. If the remedy fails or if it is unreasonable for us to unreasonable for us, it is not necessary to set a deadline. We will inform the Seller of such circumstances without delay.

The Seller shall otherwise be liable in accordance with the law.

VIII. Supplier recourse

We shall be entitled to our statutory rights of recourse within the framework of a

claims for defects without limitation. In particular, we shall be entitled to demand the type of subsequent performance

which we owe to our customer in the individual case. Our statutory

Our statutory right of choice pursuant to Section 439 (1) of the German Civil Code (BGB) shall remain unaffected.

Before we recognise or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445 a para. 1 BGB, 439 para. 2 and 3 BGB),

we will notify the seller and ask him for a written statement. If

such a statement within a reasonable period of time and if no amicable solution is

solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer.

owed to our customer. In this case, the seller shall have the burden of proof to the contrary.

Our claims from supplier recourse shall also exist if the defective goods are delivered by us or by another

us or another entrepreneur, e.g. by installation in another product.

has been processed.

IX. Manufacturer's liability

If the Seller is responsible for damage to a product, he shall indemnify us against claims by third parties insofar as the cause lies within his sphere of control and organisation.

claims by third parties to the extent that the cause lies within his sphere of control and organisation and he himself is liable vis-à-vis third parties.

he himself is liable to third parties.

Within the scope of the indemnity obligation, the Seller shall reimburse expenses according to §§ 683, 670 BGB.

BGB, which arise from or in connection with a claim against Driver, including recall actions carried out by us.

including recall actions carried out by us. We will inform the Seller of the content and scope of the and scope of the recall as far as possible and reasonable and give him the opportunity to comment.

and give him the opportunity to comment. Any further statutory claims shall remain unaffected.

The Seller has taken out product liability insurance with an insured sum of at least

of at least EUR 2 million per personal injury/property damage and to provide evidence of this to us on request.

to us on request.

X. Subsequent deliveries/spare parts

The Seller undertakes to fulfil orders for spare parts and wearing parts within a period of 10 years after the last delivery. For individual items that are specifically

the supplier undertakes to supply them unchanged for a period of 10 years.

unaltered for a period of 10 years. This immutability also applies to any software contained in the items.

existing software in the articles. In the event that these articles are discontinued, the supplier is obliged to inform

Plasmatreat within a lead time of at least 9 months and to notify Plasmatreat of the discontinuation.

Plasmatreat of the discontinuation of the article.

XI. Statute of limitations

Notwithstanding § 438 para. 1 No. 3 BGB (German Civil Code), the general limitation period for claims based on defects is

3 years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance.

The three-year limitation period shall also apply to claims arising from defects in title.

Claims shall not become statute-barred in any case as long as the customer can still assert the right against us - in particular for lack of statute-bar

against us - especially in the absence of a statute of limitations.

The limitation periods of the law of sales, including the above-mentioned extension, shall apply to all shall apply to all contractual claims for defects to the statutory extent. In the case of non-contractual the statutory limitation periods of §§ 195, 199 of the German Civil Code (BGB) shall apply, unless the application of the limitation

law does not result in a longer period of limitation in the individual case.

does not lead to a longer limitation period in individual cases.

XII Choice of law and place of jurisdiction

The law of the Federal Republic of Germany shall apply to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

If the seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a public special

legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all

for all disputes arising from the contractual relationship shall be our place of business in Steinhagen.

The same applies if the seller is an entrepreneur within the meaning of § 14 BGB (German Civil Code).
We are always

entitled to bring an action at the place of performance of the delivery obligation or at the seller's registered office.

XIII Data protection

The data protection information on our homepage applies.